सार्वजनिक बांधकाम विभागाच्या ई निविदा प्रक्रियेअंतर्गत निविदा प्रसिध्दी, निविदा लिफाफे उघडणे आणि निविदा तपासणी व स्विकृती याबाबत एकत्रित सुधारित सूचना

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग
शासन शुध्दीपत्रक क्रमांक : सीएटी/२०१७/प्र क्र ०८ /इमा-२
मंत्रालय, मुंबई ४०० ०३२
दिनांक : २९ जून, २०१७

वाचा : (१) सार्वजनिक बांधकाम विभाग, शासन निर्णय, क्रमांक : सीएटी/२०१७/प्र क्र ०८ /इमा-२ दिनांक १२ एप्रिल, २०१७

शासन शुध्दीपत्रक

प्रस्तावना:-

सार्वजनिक बांधकाम विभागाच्या ई निविदा प्रक्रियेअंतर्गत निविदा प्रसिध्दी, निविदा लिफाफे उघडणे आणि निविदा तपासणी व स्विकृती याबाबत एकत्रित सुधारित सूचना यापूर्वी शासन निर्णय, क्रमांक : सीएटी/२०१७/प्र क्र ०८ /इमा-२ दिनांक १२ एप्रिल, २०१७ अन्वये निर्गमित केल्या आहेत.

यासंदर्भाने प्राप्त झालेल्या क्षेत्रिय स्तरावरील विविध सूचना, कंत्राटदार संघटनांची निवेदने व प्रचलित पध्दती तसेच केंद्र शासनाकडून प्राप्त झालेली विविध मार्गदशक परिपत्रके यांचा अभ्यास करून सखोल व सर्वंकष विचारांती खालील सूचना निर्गमित करण्यात येत आहेत.

१) सदर शासन निर्णयामध्ये **परिच्छेद क्र.१** मध्ये ई निविदा प्रसिध्दीबाबत कार्यप्रणालीमध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहेत :-

१.१ रू. ३ लक्ष पर्यंतच्या कामांसाठी वृत्तपत्रीय प्रसिध्दीची आवश्यकता नाही.

१.२

अ. क्र.	कामाची किंमत	प्रसिध्दीचा स्तर			
		जिल्हास्तर	राज्यस्तर	राष्ट्रीय स्तर	आंतरराष्ट्रीय स्तर
२.	रु. ३ लक्ष ते रु. ५० लक्ष	मराठी (१ वृत्तपत्र)	मराठी (१ वृत्तपत्र) इंग्रजी (१ वृत्तपत्र)	---	----

१.३ अन्य बाबतीत बदल नाही.

२) सदर शासन निर्णयातील **परि.क्र.२.१** मध्ये ई-निविदा प्रसिद्धीच्या कालावधीमध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहेत :-

अ.क्र.	कामाची किंमत	प्रथम वेळ	द्वितीय वेळ	तृतीय वेळ
१.	रु.३ लक्ष ते रु.५० लक्ष	१५ दिवस *	१० दिवस*	७ दिवस*
२.	रु.५० लक्ष ते रु.२५कोटी	२५ दिवस*	१५ दिवस*	१० दिवस*
३.	रु.२५ कोटी ते १०० कोटी	२५ दिवस*	२५ दिवस*	१५ दिवस*
४.	रु.१०० कोटी आणि त्यावरील फिडीक / ब-२ पद्धत	७५ ते ९० दिवस*	४५ दिवस*	४५ दिवस*

(* शासकीय सुट्टीचे दिवस वगळता प्रत्यक्ष कामकाजाचे दिवस)

३) **प्रारुप निविदा मंजूरीचे अधिकार (परिच्छेद क्र २.३) :**

निविदा प्रारुप मंजूरीचे अधिकारांमध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहेत :-

कार्यकारी अभियंता	:	रु. ५० लक्ष पर्यंत किंमतीच्या निविदांसाठी
अधीक्षक अभियंता	:	रु.५० लक्ष पेक्षा जास्त ते रु.२.५० कोटी पर्यंत किंमतीच्या निविदांसाठी
मुख्य अभियंता	:	रु.२.५० कोटी वरील किंमतीच्या निविदांसाठी

४) सदर शासन निर्णयातील **परिच्छेद क्र.२.५** मध्ये निविदा पूर्व बैठक आयोजित करणेबाबत सूचना निर्गमित करण्यात आल्या आहेत. **निविदा पूर्व बैठक या रुपये १.५० कोटीपेक्षा जास्त रकमेच्या निविदांकरिता आयोजित करण्यात याव्यात.**

५) सदर शासन निर्णय **परिच्छेद क्र.२.७** मध्ये ई-निविदा पोर्टलवर "बीड लॉक" झाल्यानंतर निविदांबाबत "हार्ड कॉपी" एका प्रतीत कंत्राटदारांनी त्याच दिवशी सादर करणे अनिवार्य करण्यात आले आहे. तथापि **ई-निविदा पोर्टलवर "बीड लॉक" झाल्यानंतर निविदांबाबत "हार्ड कॉपी" एका प्रतीत कंत्राटदारांनी निविदा सादर करावयाच्या वेळेपासून ७२ तासात सादर करणे अनिवार्य आहे. त्यानुसार लिफाफा क्र.१ उघडण्याचा दिनांक निविदा सूचनेत नमूद करण्यात यावा. ई निविदा प्रक्रियेमध्ये काही अडचण निर्माण झाल्यासच सदर निविदा (हार्ड कॉपी) उघडण्यात यावी.**

६) सदर निर्णयातील **परिच्छेद क्र. २.९.१** मध्ये निकोप स्पर्धा व्हावी व जास्तीत जास्त स्पर्धात्मक देकार मिळावेत यासाठी खुल्या निविदा सूचना प्रसारित करुन निविदा मसुद्यामध्ये, निविदा सादर करणारे कंत्राटदार सार्वजनिक बांधकाम विभागाकडे पंजीकृत कंत्राटदार असणे आवश्यक नाही, अशी अट नमूद करण्यात यावी. सार्वजनिक बांधकाम विभागामधील सर्व निविदांसाठी आवश्यक, सा.बां. विभागाकडे सदरील कंत्राटदार पंजीकृत असावेत (Registered with P.W.D) ही अट वगळण्यात यावी आणि कुठलाही सक्षम कंत्राटदार निविदेतील अटी व शर्तीची पूर्तता करतील अशी अट नमूद करावी अशा सूचना निर्गमित करण्यात आल्या आहेत. यामध्ये खालीलप्रमाधे सुधारणा करण्यात येत आहेत.

अ) रुपये १.५० कोटी पर्यंतच्या रकमेच्या निविदांकरिता कंत्राटदार नोंदणीकृत (पंजीकृत) असण्याची अट अनिवार्य करण्यात यावी. तसेच रु.१.५० कोटी पर्यंतच्या रकमेच्या निविदा B-१ नमुन्यात मागविण्यात याव्यात व रु.१.५० कोटी पेक्षा जास्त रकमेच्या निविदा B-२ नमुन्यात मागविण्यात याव्यात.

ब) रुपये १.५० कोटीपेक्षा जास्त रकमेच्या निविदांकरिता कंत्राटदार पंजीकृत असावेत (Registered with P.W.D) ही अट वगळण्यात यावी.

७) सदर शासन निर्णयातील **परिच्छेद क्र.४.२** मध्ये निविदा पूर्व बैठकीनंतर निविदेत करावयाच्या आवश्यक बदलांकरिता २ दिवसांचा कालावधी निश्चित करण्यात आला आहे. **याऐवजी निविदा पूर्व बैठकीनंतर निविदेत करावयाचा आवश्यक बदल सक्षम प्राधिका-याच्या मान्यतेने ४ प्रत्यक्ष कामकाजांच्या दिवसांच्या आत करण्यात यावे.**

८) सदर शासन निर्णयामध्ये **परिच्छेद क्र.५.१.४** मध्ये निविदा पडताळणी समिती स्थापन करणेबाबत सूचना निर्गमित करण्यात आल्या आहेत. यामध्ये खालीलप्रमाणे सुधारणा करण्ययात येत आहेत.

अभियंता, दक्षता व गुणनियंत्रण मंडळ यांच्याऐवजी संबंधित मंडळाच्या सहायक अधीक्षक अभियंता यांची नेमणूक करणे प्रस्तावित आहे. यानुषंगाने सदर परिच्छेदामध्ये खालीलप्रमाणे सुधारणा करणे प्रस्तावित आहे :-

निविदा पडताळणी समिती (Evaluation Committee)

१) रु. १ कोटी पर्यंतच्या कामांसाठी

१	संबंधीत कार्यकारी अभियंता	अध्यक्ष
२	संबंधित मंडळाचे सहायक अधीक्षक अभियंता	सदस्य
३	संबंधीत विभागाचा लेखाधिकारी	सदस्य सचिव

२) रु. १ कोटी पेक्षा जास्त रकमेच्या निविदांसाठी.

१	संबंधीत अधीक्षक अभियंता	अध्यक्ष
२	रुपये १ कोटी ते ३० कोटी पर्यन्त निविदेसाठी - दक्षता व गुणनियंत्रण मंडळातील कार्यकारी अभियंता/ उपअभियं व ते ते उपलब्ध नसल्यास संबंधित मंडळाचे सहायक अधीक्ष अभियंता	सदस्य
३	रुपये ३० कोटी पेक्षा जास्त किंमतीच्या निविदेसाठी - अधीक्षक अभियंता (दक्षता व गुण नियंत्रण मंडळ)	सदस्य
३	संबंधीत कार्यकारी अभियंता	सदस्य
४	संबंधीत विभागाचा लेखाधिकारी	सदस्य सचिव

९) निविदा स्विकृतीचे अधिकार (परिच्छेद क्र.५.१.५)

निविदा स्विकृतीचे अधिकारांमध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहेत :-

कार्यकारी अभियंता	:	रु. ५० लक्ष पर्यंत रकमेच्या निविदा
अधीक्षक अभियंता	:	रु.५० लक्ष पेक्षा जास्त ते २.५० कोटी पर्यंत रकमेच्या निविदा
मुख्य अभियंता	:	रु.२.५० कोटी पेक्षा जास्त ते रु.१५.०० कोटी पर्यंत किमतीच्या निविदा.

१०) सदर शासन निर्णय ४.४ मध्ये फेरनिविदा मागविणेबाबतची कार्यवाही विशद करण्यात आली आहे. सदर सूचनांमध्ये जोपर्यंत ३ कंत्राटदार पात्र ठरणार नाहीत तोपर्यंत प्रथम, द्वितीय, तृतीय मागणी करण्यात यावी व तृतीय मागणीच्या वेळी एकच कंत्राटदार पात्र ठरत असेल व ही निविदा कमी दराची किंवा अंदाजित दराइतकी असेल तर स्विकारण्यात यावी असे नमूद केले आहे. यामध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहेत.

याबाबत सदर शासन निर्णयामध्ये Single Tender बाबत प्रस्तावित केलेली कार्यप्रणाली लक्षात घेता निदान तिस-या वेळेस, कमी किंमतीची अथवा समान किंमतीची निविदा सक्षम प्राधिकाऱ्याच्या पूर्वमान्यतेने स्विकारण्यात यावी. जास्त किंमतीची निविदा प्राप्त झाल्यास, सुधारित प्रशासकीय मान्यता प्राप्त करवून नव्याने स्वतंत्रपणे निविदा प्रक्रिया कार्यान्वित करण्यात यावी.

११) सल्लागारांच्या निविदा मागविताना अनामत रकमेची आवश्यकता नाही. निविदा R.F.P. तत्वावर करताना QCBS पध्दतीचा अवलंब करावा व निविदा स्विकृतीचे वेळी पात्र सल्लागाराकडून Performance Security, Bank Guarantee स्वरूपात घेण्यात यावी.

१२) Additional Performance Guarantee ची रक्कम भरताना कंत्राटदाराची निविदा देकार दोन दशांशापर्यंतच ग्राहय धरुन (Rounded upto two decimal points) त्याप्रमाणे रक्कम परिगणित करण्यात यावी.

१३) रु.१.५० कोटी पर्यंतच्या रकमेच्या कामांकरीता सार्वजनिक बांधकाम विभागातील नोंदणीकृत कंत्राटदार असणे बंधनकारक करणे प्रस्तावित असल्यान सुशिक्षित बेरोजगार अभियंता तसेच मजूर सहकारी संस्थांना कामे देण्याबाबतच्या यापूर्वी असलेल्या प्रचलित कार्यप्रणालीत कोणताही बदल प्रस्तावित नसल्यामुळे प्रचलित कार्यप्रणालीची शासन निर्णयांनुसार अंमलबजावणी करण्यात यावी. शासन निर्णय क्र.सीएटी-०१/२०१५/प्र.क्र.२०/इमा-२, दि.२४.४.२०१५ मधी आदेशांचे पालन करण्यात यावे. (३३:३३:३४ % गुणोत्तर)

१४) Standard Bidding Document मध्ये कंत्राटदारास Compensation देण्याची तरतूद आहे. क्षेत्रीय अधिकाऱ्यांनी कंत्राटदारास Compensation देण्याची बाब उद्भवू नये याची दक्षता घ्यावी.

उपरोक्त बदल / सुधारणा व्यतिरिक्त संदर्भीय शासन निर्णयातील अन्य सूचना कायम राहतील.

सदर शासन शुध्दीपत्रक महाराष्ट्र शासनाच्या www.maharashtra.gov.in या सेकत स्थळावर उपलब्ध करण्यात आले असून त्याचा सांकेतांक २०१७०६२९१६५७२७४०१८ असा आहे. हे शुध्दीपत्रक डिजीटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

Sachin M Chivate

Digitally signed by Sachin M Chivate
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(सचिन चिवटे)

अवर सचिव, महाराष्ट्र शासन

प्रति,

१. मा.मुख्यमंत्री यांचे प्रधान सचिव, मुख्यमंत्री कार्यालय, मंत्रालय, मुंबई
२. मा.मंत्री (सार्वजनिक बांधकाम) यांचे खाजगी सचिव, मंत्रालय, मुंबई
३. मा.राज्यमंत्री (सार्वजनिक बांधकाम) यांचे खाजगी सचिव, मंत्रालय, मुंबई
४. मुख्य सचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई,
५. अपर मुख्य सचिव/प्रधान सचिव/सचिव,
सार्वजनिक बांधकाम विभाग/वित्त विभाग/ग्राम विकास विभाग
६. महालेखापाल-१, मुंबई
७. महालेखापाल-२, नागपूर
८. अधिदान व लेखाअधिकारी, मुंबई/नागपूर
९. प्रत, महासंचालक, माहिती व प्रसिध्दी महासंचालनालय, मुंबई
यांना प्रसिध्दीसाठी
१०.प्रत, माहिती व आवश्यक कार्यवाहीसाठी,

११.सर्व मुख्य अभियंते, सार्वजनिक बांधकाम प्रादेशिक विभाग, (विद्युतसह)
१२.मुख्य वास्तुशास्त्रज्ञ , सार्वजनिक बांधकाम विभाग, मुंबई
१३.संचालक, उद्याने व उपवने, मुंबई
१४.सर्व अधीक्षक अभियंते, सार्वजनिक बांधकाम विभाग, (विद्युत / यांत्रिकी)

अधीक्षक अभियंता यांनी आपल्या अधिनस्त विभागातील कार्यालयांना सदर शासन निर्णयाची प्रत अग्रेषित करावी.

१५.मुख्य अभियंता / अधीक्षक अभियंता, पोलीस गृहनिर्माण व कल्याण महामंडळ, वरळी, मुंबई
१६.सर्व सहसचिव/उपसचिव/अवर सचिव/कार्यासन अधिकारी, सा.बां.वि.,मंत्रालय, मुंबई
१७.कार्यासन इमारती-२ (निवड नस्ती)

STANDARD BIDDING DOCUMENT

PROCUREMENT OF CIVIL WORKS

PART-I

COMPLETE BIDDING DOCUMENT

GOVERNMENT OF MAHARASHTRA

PUBLIC WORKS DEPARTMENT PROJECT

AGREEMENT NO---------------

Name of work	**:**	
Period of download of bidding document online	**:**	
Time and date of pre-bid conference	**:**	
Last date and time for receipt of online bids (bid due date)	**:**	
Date & time of submission of bid security and cost of tender fee document in original		
Time, date of opening technical bids	**:**	
Time, date of opening financial bids	**:**	
Place of opening of technical bids		
Officer inviting bids		

INVITATIONS FOR BIDS (IFB)

<u>**GOVERNMENT OF MAHARASHTRA**</u>

PUBLIC WORKS DEPARTMENT PROJECT

AGREEMENT NO ---------------

Date:

Bid No:

1. The…………………………… invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works.

TABLE

Work No.	Name of Work	Approximate value of work (Rs.)	Bid Security (Rs.)	Cost of Document (Rs.)	Period of completion
1	**2**	**3**	**4**	**5**	**6**

1. The Tender can be downloaded up to …..am/pm of – dated……, on payment of a non – refundable fee of Rs. …../- (Rupees …….. Only) at the time of download of the Tender.
2. The Proposals must be submitted online at the e – tender portal of the Public Works Department, Government of Maharashtra i.e. www.mahatenders.gov.in on or before …..am/pm of dated…….
3. Before submitting the proposal, the bidders shall mandatorily register and enlist themselves (the firm and all key personnel), on www.mahatenders.gov.in. Further, the bidders shall follow the operating procedure as may be prescribed on the said website.

Sr.No	Approximate value of work	Bid Security
1)	Upto Rs.20 Crore	2% (Subject to a maximum of Rs.30 Lakh)
2)	Rs.20 Crore to Rs.50 Crore	1.50% (Subject to a maximum of Rs.50 Lakh)
3)	Above Rs.50 Crore	1%

Note:- Bid security will be fixed sum rounded off to the nearest ten thousand rupees.

SECTION 1 – INSTRUCTIONS TO BIDDERS (ITB)

Table of Clauses

A. GENERAL

1. Scope of Bid

1.1 The Employer (named in Appendix to ITB) invites bids for the constructions of works (as defined in these documents and referred to as “the works”) detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.

1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

2. Sources of Funds

2.1 The expenditure on this project will be met from the budget of Govt. of Maharashtra.

3. Eligible Bidders

3.1 This invitation for Bids is open to all bidders.

3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specification, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation of supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder

4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2 All bidders shall include the following information and documents with their bids in Section 2.

(a) Copies of original documents defining the constitution or legal status, place of registration under partnership or companies Act and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder ;

(b) Total monetary value of construction work performed for each of the last five years ;

(c) Experience in works of a similar nature and size for each of the last five years and details of works underway or contractually committed and clients who may be contacted for further information on those contracts ;

(d) Major items of construction equipment proposed to carry out the Contract.

(e) Qualifications and experience of key site management and technical personnel proposed for contract;

(f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past five years ;

(g) Evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value) certified by the Bankers. (Not more than 3 months old) **(To be deleted for works costing less than Rs.5 Crores)**;

(h) Undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work during implementation of work ;

(i) Authority to seek references from the Bidder’s bankers ;

(j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount ;

(k) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Bid Price (for each, the qualifications and experience of the identified sub contractor in the relevant field should be annexed); and

(l) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. **(To be deleted for works less than Rs.1.50 Crore*)(to be made applicable for works over Rs.1.50 Crore).***

4.3 Bids from Joint ventures are acceptable

4.4 A. **To qualify for award of the contract, each bidder in its name should have in the last five years as referred to in Appendix.**

(a) Achieved a minimum annual financial turnover (in all classes of civil engineering construction works only) amount indicated in Appendix in any one year (usually not less than two and a half times the estimated annual payments under the contract);

(b) Satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of "all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix *(usually not less than 50% of estimated value of contract);*

(c) executed in anyone year, the minimum quantities of the following items of work as indicated in Appendix.

- cement concrete (including RCC and PSC) ………… cum
- earthwork in both excavation and embankment (combined quantities) ………… cum
- …………………………. ………… cum
- …………………………. ………… cum

(usually 80% of the expected peak rate of construction)

(d) The contractor or his identified sub-contractor should possess required valid electrical license for executing the building electrification works upto Rs.15 lakh and should have executed similar electrical works for a minimum amount as indicated in Appendix in anyone year. (Delete if not applicable)

(e) The contractor or his identified sub-contractor should possess required valid license for executing the water supply/sanitary engineering works upto Rs.7.5 lakh and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in Appendix in anyone year. (Delete if not applicable)

B. Each bidder should further demonstrate:

(a) availability (either owned or leased) of the following key and critical equipment for this work:

NOTE: (To be deleted for works upto Rs. 1.50 *Crore, above Rs.* 1.50 *Crore applicable)*

Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Annexure-I.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3 (1) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

(b) availability for this work of personnel with adequate experience as required; as per Annexure-II.

(c) liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix

*(Credit lines / letter of credit / certificates from Banks for meeting the funds requirement etc. - usually the equivalent of the estimated cash flow for 3 months in peak construction period.)**(for works above Rs.1.50 Crores)***

C. **To qualify for a package of contracts made up of this and other** contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Sub-contractors' experience and resources shall not 'be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5 (A) above.

4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A*N*2 - B)

where

A = Maximum value of civil engineering works executed in anyone year during the last five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next …. Years (period of completion of the works for which bids are invited)

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.*

4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5.0 One Bid per Bidder

5.1 Each bidder shall submit only one bid for one work. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6.0 Cost of Bidding

6.1. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7.0 Site Visit

7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10.

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instruction to Bidders	
2	Qualification information and other forms	
3	Conditions of Contract	
4	Contract Data	
5	Technical Specification	II
6	Form of Bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

8.2 One copy of each of the volumes I, II, III and IV will be issued to the bidder. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume-V in two parts (refer clause 12).

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification of Bidding Documents

9.1 A prospective bidders requiring any clarification of the bidding documents may notify the Employer in writing or by Fax /email at the Employer’s address indicated in the invitation to bid before the date and time of the pre-bid meeting specified in the Tender Schedule. The Employer will respond to any request for clarification which he received, earlier than 3 days prior to the Bid due date. Copies of the Employer's response will be uploaded in “edit attachment option” of concern tender on e-tendering portal and viewable to all tenderer, including a description of the enquiry but without identifying its source.

9.2 **Pre-bid meeting**

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in **NIT**.

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing by fax or by e-mail to reach the Employer well before the date & time of the pre-bid meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted by uploading on e-tender portal without delay for information to all intended bidder. Any modifications of the bidding documents listed in sub clause 8.1 which may become necessary as a result of the pre-bid

meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to clause 10 and not through the minutes of the pre-bid meeting.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by fax or e-mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by fax or email to the Employer. The Employer will assume no responsibility for postal delays.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

11.1 All documents relating to the bid shall be in the English language.

12. Documents Comprising the Bid

12.1 The bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts:

Part I shall be named "Technical Bid" and shall comprise

(i) Bid Security in the form specified in section 8
(ii) Qualification Information and supporting documents as specified in Sect. 2.
(iii) Certificates, undertakings, affidavits as specified in Section 2.
(iv) Any other information pursuant to Clause 4.2 of these instructions.
(v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1.
(vi) Acceptance/ non acceptance of Dispute Review Expert proposed in Clause 36.1.

Part II shall be named "Financial Bid" and shall comprise

(i) Form of Bid a specified in Section 6.
(ii) Priced Bill of Quantities for items specified in Section 7.

Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions Clause 19.

12.2 The bidder shall prepare two copies of the bid, marking them 'Original' and 'Copy' respectively.

12.3 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	
1	Instruction to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
6	Drawings	Volume IV

13 **Bid Prices**.

13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The bidder shall fill rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections of any, shall be made by crossing out, initialing, dating and rewriting.

13.3 All duties, taxes and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.4* The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account (For contracts up to 12 months period).

OR

13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Conditions of Contract (For contracts more than 12 months period).

14.0 Currencies of Bid and Payment

14.1 The unit rates and the Prices shall be quoted by the bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.

*** Choose one and delete the other**

15.0 Bid Validity

15.1. Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.3.* In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the Employer requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows: (delete if the contract is for more than 12 months period)

The price shall be increased by the factor of 0.2% for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of issue of letter of acceptance to the successful Bidder.

15.4 Bid evaluation will be based on the bid prices without taking into consideration the above correction.

16.0 Bid Security

16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favor of Employer as named in Appendix and may be in one of the following forms;

a) Receipt in challan of cash deposit in the Govt. Treasury in Maharashtra.
b) Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.
c) Indian Post Office/National Savings Certificate duly endorsed by the competent postal authority in India.
d) Bank Guarantee from any scheduled Indian Bank, in the format given in Volume III.
e) Fixed Deposit Receipt, a certificate cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a Foreign Bank approved by the Reserve Bank of India.

16.2. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.

16.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the

***Delete if the contract is for more than 12 months period**

Agreement and furnished the required Performance Security.

16.6 The Bid Security may be forfeited

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;

(b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or

(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Performance Security.

17.0 Alternative Proposals by Bidders

17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilisation advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18.0 Format and Signing of Bid

18.1 The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these *Instructions to Bidders,* bound with the volume containing the "Technical Bid" and "Financial Bid" in separate parts and clearly marked "**ORIGINAL**" and **"COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

18.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub- Clauses 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

19.0 Sealing and Marking of Bids

19.1 The Bidder shall seal the original and copy of the Bid in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked "ORIGINAL" and "COPY" shall contain within it two separate sealed envelopes marked "Technical Bid" and "Financial Bid" with additional markings as follows

- Original or Copy, as the case may be
- Technical Bid: To be opened on--------------------- (AS per NIT) in the presence of Evaluation Committee.
- Financial Bid: Not to be opened except with the approval of Evaluation Committee
- The contents of Technical and Financial Bids will be as specified in clause 12.1

19.2. The inner, outer, and separate envelopes containing Technical and Financial Bids shall

(a) be addressed to the Employer at the address given in Appendix

(b) bear the identification as indicated in Appendix.

19.3. In addition to the identification required in Sub-Clauses 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the Evaluation Committee declares the bid as non responsive pursuant to Clause 23.

19.4 If the outer envelope is not sealed and marked as above, **the Employer will assume no responsibility for the misplacement or premature opening of the bid.**

20.0 Deadline for Submission of the Bids

20.1 Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21.0 Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

22.0 Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 18 & 19, with the outer and inner envelopes additionally marked **"MODIFICATION**" or **"WITHDRAWAL**", as appropriate.

22.3 No bid may be modified after the deadline for submission of Bids except if pursuance of Clause 23.

22.4 Withdrawal or modification of a Bid between the deadline for submission 0f bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

23.0 Bid Opening

23.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

23.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

23.3 The envelope containing "Technical Bid" shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.

23.4 (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.

(ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.

(iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical Bid)

(iv) Immediately(usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

23.5 At the time of opening of "Financial Bid", the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded will not be taken into account in Bid Evaluation.

23.6 In case bids are invited in more than one package, the order for opening of the "Financial Bid" shall be that in which they appear in the "Invitation For Bid".

23.7 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

24.0 Process to be Confidential

24.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25.0 Clarification of Financial Bids

25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26.0 Examination of Bids and Determination of Responsiveness

26.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

26.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27.0 Correction of Errors

27.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

(a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;

(b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price' Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

28.0 Deleted

29.0 Evaluation and Comparison of Financial Bids

29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause 27; or

(b) making an appropriate adjustments for any other acceptable variations, deviations; and

(c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.

29.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

29.4 The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

29.6 A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

30.0 Deleted

F. AWARD OF CONTRACT

31.0 Award Criteria

31.1. Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined

(i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and

(ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

32.0 Employer's Right to Accept any Bid and to Reject any or all Bids

32.1. Not with standing Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33.0 Notification of Award and Signing of Agreement

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34.0 Performance Security

34.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 52 of Conditions of Contract:

- a bank guarantee in the form given in Section 8; or
- certified Cheque / Bank Draft as indicated in Appendix.

34.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer.

34.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35.0 Advance Payment and Security

35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36.0 Dispute Review Expert

36.1. The Employer proposes that [name of proposed Dispute Review Expert as indicated in Appendix] be appointed as Dispute Review Expert under the Contract, at a daily fee as indicated in Appendix plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Dispute Review Expert, the Dispute Review Expert shall be appointed by the Council of Indian Roads Congress at the request of either party.

36.2 For works costing above Rs.5 Crore the procedure for arbitration will be as per G.R of Law & Judiciary Department issued vide Sankirn- 2016/C.R. 20/ Ka-19 dt. 13/10/2016 regarding " Institutional Arbitration Policy".

37.0 Corrupt or Fraudulent Practices

37.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible. either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

APPENDIX TO ITB

<table>
<tr><th></th><th></th><th>Clause Reference With respect to Section – I.</th></tr>
<tr><td>1.</td><td>Name of the Employer is</td><td>[Cl. 1.1]</td></tr>
<tr><td>2.</td><td>The last five years
2016-2017………………….
2015-2016………………….
2014-2015…………………
2013-2014…………………..
2012-2013…………………….</td><td></td></tr>
<tr><td>3.</td><td>The annual financial turn over amount is - (in words)</td><td>[Cl. 4.5 A(a)]</td></tr>
<tr><td>4.</td><td>Value of work is Rs-</td><td>[Cl. 4.5 A(b)]</td></tr>
<tr><td>5.</td><td>Quantities of work are –
<table>
<tr><th>Sr.No.</th><th>Item</th><th>Quantity</th></tr>
<tr><td>1</td><td>Cement Concrete</td><td>Cu.m</td></tr>
<tr><td>2</td><td>Earth Work</td><td>Cu.m</td></tr>
<tr><td>3</td><td>WBM/WMM</td><td>Cu.m</td></tr>
<tr><td>4</td><td>Bituminous Work</td><td>Cu.m</td></tr>
</table></td><td>[Cl. 4.5 A (c)]</td></tr>
<tr><td>6.</td><td>The cost of electric work is Rs………………….. (In Words)</td><td>[Cl. 4.5 A(d)]</td></tr>
<tr><td>7.</td><td>The cost of water supply/ sanitory work is Rs………………….. (In Words)</td><td>[Cl. 4.5 A(e)]</td></tr>
<tr><td>8.</td><td>Liquid assets and/or availability of credit facilities is Rs………………….. (In Words)</td><td>[Cl. 4.5 B (c)]</td></tr>
<tr><td>9.</td><td>Price level of the financial year ……………………..</td><td>[Cl. 4.7]</td></tr>
<tr><td>10.</td><td>The Pre-bid meeting will take place at ………………. (address of the venue) on ………………… (time and date)</td><td>[Cl. 9.2.1]</td></tr>
<tr><td>11.</td><td>The technical bid will be opened online at the Office of the ----As per NIT</td><td></td></tr>
<tr><td>12.</td><td>Address of the Employer</td><td>[Cl. 4.5(a)]</td></tr>
<tr><td>13.</td><td>Identification :
Bid for -
Bid Reference : No..
Do not open before .... As per NIT</td><td>[Cl. 19.2(b)]</td></tr>
<tr><td>14.</td><td>The bid should be submitted latest by ....(date and time)
As per NIT</td><td>[Cl. 20.1]</td></tr>
<tr><td>15.</td><td>The Financial bid will be opened at ---- As per NIT</td><td>[Cl. 23.1]</td></tr>
<tr><td>16.</td><td>The Bank Guarantee / Draft in favour of ………………. payable at</td><td>[Cl. 34.1]</td></tr>
<tr><td>17.</td><td>The name of Dispute Review Expert is............</td><td>[Cl. 36.1]</td></tr>
<tr><td>18.</td><td>Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)
<table>
<tr><th><u>Year before</u></th><th><u>Multiply factor</u></th></tr>
<tr><td>One</td><td>1.10</td></tr>
<tr><td>Two</td><td>1.21</td></tr>
<tr><td>Three</td><td>1.33</td></tr>
<tr><td>Four</td><td>1.46</td></tr>
<tr><td>Five</td><td>1.61</td></tr>
</table></td><td></td></tr>
</table>

ANNEXURE-I

List of Key Plant &Equipment to be deployed on Contract Work
[Reference Cl. 4.5 (B) (a)]

Sl.	**Type of Equipment**	**Maximum age as on 01.4.2017 (Years)**	**Contract Package Size**		
			Upto Rs.30 Crores	above Rs.30 & upto 50 Crores	Rs.50 Crores and above
1.	Motor Grader	5	2	3	5
2.	Dozer	5	1	1	2
3.	Front end Loader (JCB)	5	1	2	3
4.	Smooth Wheeled Roller	5	2	2	3
5.	Vibratory Roller	5	1	1	2
6.	Hot mixed plant with Elecronic Control.(80-100 TPH min capacity)	5	1	1	2
7.	Paver finisher with electronic sensor	5	1	1	2
8.	Water Tanker	5	2	3	4
9.	Bitumen Sprayer	5-7	1	1	2
10.	Tandem Roller	5	1	2	2
11.	Concrete Mixes with Integral Weigh Batching facility	5	1	1	1
12	Concrete Batching and Mixing Plant (Minimum capacity – 15 m3/hour)	5	-	-	-
	Total		**14**	**18**	**29**

The above list is indicative. Column 1 & 2 may be suitably modified by the DTP approving authority suiting to the requirements of work (Viz. Buildings/ Bridges/ Roads)

ANNEXURE-II

List of Key Personnel to be deployed on Contract Work [Reference Cl. 4.5 (B) (b)]

Sr. No.	**Personnel**	**Qualification**	**Contract Package Size**		
			Upto Rs.30 Crores	Above Rs.30 & upto 50 Crores	Rs.50 Crores and above
1.	Project Manger	B.E. Civil + 15 Years Exp.	1 No.	1 No.	1 No.
		(5 years as Manager)			
2.	Site Engineer	B.E. Civil + 10 Years Exp.	1 No.	2 Nos.	4 Nos.
3.	Plant Engineer	B.E. Mech. + 10 Years Exp. or	1 No.	1 No.	2 Nos.
		Dip. Mech. + 15 years Exp.			
4.	Quantity Surveyor	B.E. Civil + 7 years Exp. or	1 No.	1 No.	2 Nos.
		Dip. Civil + 10 years Exp.			
5.	Soil & Material	B.E. Civil + 10 years Exp.	1 No.	1 No.	2 Nos.
	Engineer				
6.	Survey Engineer	B.E. Civil + 5 years Exp. or	1 No.	1 No.	2 Nos.
		Dip. Civil + 8 years Exp.			
	Total		**6**	**7**	**13**

Note:- The above list is indicative. The number of personnel may be modified and experience shall be specified by DTP approving authority (Viz. Buildings / Bridges / Roads)

SECTION 2

QUALIFICATION INFORMATION

SECTION – 2

QUALIFICATION INFORMATION

The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in clause 4 of the Instructions to bidders. This information will not be incorporated in the contract

1. For Individual Bidders

1.1 Constitution or legal status of Bidder

(Attach Copy)

Place of registration: ---------------------------------

Principal place of business: ---------------------------------

Power of attorney of signatory of bid

(Attach)

1.2 Total value of civil Engineering

1.3 Construction work performed in the last five years ** β

(Rs. in Crore)

2016-2017 -----------

2015-2016 -----------

2014-2015 -----------

2013-2014 -----------

2012-2013 -----------

1.3.1 Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the Sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years **

Project Name	Name of the Employer *	Description of work	Contract No.	Value of Contract (Rs. Crore)	Date of Issue of work order	Stipulated period of completion	Actual date of completion *	Remarks explaining reasons for delay & work completed

* *Attach certificate(s) from the Engineer(s)-in-charge.*

** *Immediately preceding the financial year in which bid are received.*

β *Attach certificate(s) from Chartered Accountant.*

1.4 Information on Bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works :

Description of work	place & State	Contract No.	Name & Address of employer	Value of Contract (Rs. Cr.)	stipulated period of completion	Value of works* remaining to be completed (Rs. Cr.)	Anticipated date of completion.
1	2	3	4	5	6	7	8

** Attach certificate(s) from the Engineer(s)-in-charge.*

@ The item of works for which data is requested should tally with that specified in ITB clause 4.5A(C).

*** Immediately preceding the financial year in which bid are received.*

The list is indicative and may be suitably modified by the DTP approving authority suiting to the requirements of work (Viz. Buildings/ Bridges/ Roads)

(B) Works for which bids already submitted:

Description of works	**Place & State**	**Name & Address of Employer**	**Estimated value of works (Rs Cr)**	**Stipulated period of completion**	**Date when decision is expected**	**Remarks, if any**
1	2	3	4	5	6	7

1.5. Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause 4.5(B)(a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instructions to Bidders.

Item of Equipment	**Requirement**		**Availability proposals**			**Remarks (from whom to be purchased)**
	No.	**Capacity**	**Owned/Leased to be procured**	**Nos./Capacity**	***Agel* Condition**	

1.6. Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to Sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position
Project Manager				
Etc				

1.7. Proposed sub-contracts and firms involved. [Refer **ITB** Clause 4.3 (k)]

Sanctions of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work

Attach copies of certificates on possession of valid license for executing water supply / sanitary work / building electrification works [Reference Clause* 4.5(*d*) *& Clause* 4.5 *(e)]

*1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit. etc. List them below and attach copies of support documents.

1.10 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11 Information on litigation history in which the Bidder is involved.

Other Party (ies) Employer Cause of Dispute Amount involved Remarks showing Present Status

1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is**.................................)

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (I)]

1.14 Programme

1.15 Quality Assurance Programme

2.0. Deleted

3.0 Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

(i) Affidavit

(ii) Undertaking

(iii) Update of original prequalification application

(iv) Copy of original prequalification application

(v) Copy of prequalification letter

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

This is to certify that M/s. ____________________________ is a reputed company with a good financial standing.

If the contract for the work, namely ____________________________ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs ________________________ to meet their working capital requirements for executing the above contact during the contract period.

____

(Signature)
Name of Bank
Senior Bank Manager

Address of the Bank

(Not required for works costing less than Rs. 5 Crores)

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm *M/s*-------------------------------------- have abandoned any work on Building/Bridges/Roads etc. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department, Project implementing agency.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s --- would invest a minimum cash up to 25% of the work during implementation of the Contract.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3

CONDITIONS OF CONTRACT

Conditions of Contract

Table of Contents

CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The **Adjudicator** (synonymous with **Institutional Arbitration Policy**) is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

The **Contrac**t is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the, Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A Variation is an instruction given by the Engineer, which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2.0 Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion.
Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement

(2) Letter of Acceptance, notice to proceed with the works

(3) Contractor's Bid

(4) Contract Data

(5) Conditions of Contract including Special Conditions of Contract

(6) Specifications

(7) Drawings

(8) Bill of quantities and

(9) any other document listed in the Contract Data as forming part of the Contract.

3.0 Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4.0 Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5.0 Delegation

5.1 The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6.0 Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7.0 Sub-contracting

7.1 The Contractor may sub-contract any portion of work, upto a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

8.0 Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9.0 Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10.0 Employer's and Contractor's Risks

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11.0 Employer's Risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12.0 Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13.0 Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Contract Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant and Materials;
(b) loss of or damage to Equipment:
(c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14.0 Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15.0 Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16.0 Contractor to Construct the Works

16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17.0 The Works to be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18.0 Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19.0 Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20.0 Discoveries

20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21.0 Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22.0 Access to the Site

22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23.0 Instructions

23.1 The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24.0 Disputes

24.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Expert within 14days of the notification of the Engineer's decision.

25.0 Procedure of Disputes

25.1. The Employer proposes that [name of proposed Dispute Review Expert as indicated in Appendix] be appointed as Dispute Review Expert under the Contract, at a daily fee as indicated in Appendix plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Dispute Review Expert, the Dispute Review Expert shall be appointed by the Council of Indian Roads Congress at the request of either party.

25.2 For works costing above Rs.5 Crore the procedure for arbitration will be as per G.R of Law & Judiciary Department issued vide Sankirn- 2016/C.R. 20/ Ka-19 dt. 13/10/2016 regarding " Institutional Arbitration Policy".

26.0 Replacement of Dispute Review Expert

26.1 Should the Dispute Review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review Expert will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and (he Contractor, within 30 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

B. TIME CONTROL

27.0 Programme

27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 The Contractor shall submitted the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

27.4. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

28.0 Extension of the Intended Completion Date

28.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.
If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3 The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Dispute Review Expert under Clause 24.1.

29.0 Deleted

30.0 Delays Ordered by the Engineer

30.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

31.0 Management Meetings

31.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32.0 Early Warning

32.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

33.0 Identifying Defects

33.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

34.0 Tests

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35.0 Correction of Defects

35.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

36.0 Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

37.0 Bill of Quantities

37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38.0 Deleted

38.1 Deleted

38.2 Deleted

38.3 Deleted.

39.0 Deleted

40.0 Deleted

41.0 Cash Flow Forecasts

41.1 When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

42.0 Payment Certificates

42.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(3) of the Contract Data (Secured Advance).

42.3. The value of work executed shall be determined by the Engineer.

42.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43.0 Payments

43.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The bill shall be paid after due verification and upon availability of budget.

43.2. If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.3. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44.0 Compensation Events

44.1 Compensation shall be applicable and only extension may be considered on merits if not on part of Contractor

44.2 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

45.0 Tax

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

46.0 Currencies

46.1 All payments shall be made in Indian Rupees.

47.0 Deleted

48.0 Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2 On Completion of the whole of the Works total amount retained is repaid to the Contractor after contract Period has passed and the Engineer has certified that all the works completed as per specification of contract document.

48.3 On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

49.0 Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

49.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50.0 Deleted

51.0 Secured Advance -

The Engineer shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

52.0 Securities

52.1 The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security and additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

53.0 Deleted

54.0 Cost of Repairs

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

55.0 Completion

55.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

56.0 Taking Over

56.1 The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

57.0 Final Account

57.1. The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

58.0 Operating and Maintenance Manuals-

58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

58.2 If the Contractor does not supply the Drawings and/or manuals by the datesstated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59.0 Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 15 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

(b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;

(e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site, Soon as reasonably possible.

60.0 Payment upon Termination

60.1 If the-Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61.0 Property

61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62.0 Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also

have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO **ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTIONWORK.**

(a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employees P.P. and Miscellaneous Provision Act 1952:The Act Provides for monthly contributions by the employer plus workers @ 10%or 8.33%. The benefits payable under the Act are:

(i) Pension or family pension on retirement or death, as the case may be.
(ii) Deposit linked insurance on the death in harness of the worker.
(iii) Payment of P.P. accumulation on retirement/death etc.

(d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take licence from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.

(f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

(g) Payment of Wages Act 1936:- Itlays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979 :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(i) Payment of Bonus Act 1965 :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3S00/-per month or less. The bonus to be paid to employees getting Rs.2S00/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2S00/ -per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

(j) Industrial Disputes Act 1947 :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) Industrial Employment (Standing Orders) Act 1946 :-It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to *SO).* The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

(l) Trade Unions Act 1926 :- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

(n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.

(0) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 :- All the establishments who carryon any building or other construction work and employs 10 or more workers are covered underthis Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(p) Factories Act 1948:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

(q) The Contractor shall ………. of works DGIC at a . If

3 ARBITRATION

3.1. The Employer proposes that [name of proposed Dispute Review Expert as indicated in Appendix] be appointed as Dispute Review Expert under the Contract, at a daily fee as indicated in Appendix plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Dispute Review Expert, the Dispute Review Expert shall be appointed by the Council of Indian Roads Congress at the request of either party.

3.2 For works costing above Rs.5 Crore the procedure for arbitration will be as per G.R of Law & Judiciary Department issued vide Sankirn- 2016/C.R. 20/ Ka-19 dt. 13/10/2016 regarding " Institutional Arbitration Policy".

SECTION-4

CONTRACT DATA

Contract Data

	Items marked "N/A" do not apply in this Contract		Clause Reference with respect to Section - 3
1.	The Employer is Name : Address :		[Cl.1.1]
2.	The Engineer is		
3.	The Dispute Review Expert appointed jointly by the employer and Contractor is:		[Cl.1.1]
	* Name :		
	*Address:		
4.	The Defects Liability Period is**……..Months** from the date of Completion.		[Cl.1.1 & 35]
5.	The Start Date shall be **….** days from the date of issue of the Work Order.		[Cl.1.1]
6.	The Intended Completion Date for the whole of the Works is …. **days** including monsoon period after start of work with the following milestones:		[Cl.1.1,17&28]
	Milestone dates:		[Cl.2.2,& 49.1]
	Physical Works to be completed	**Period from the start date**	
i)	**Milestone 1 :**		
ii)	**Milestone 2 :**		
7.	Site Location		[Cl.1.1]
8.	The name and identification number of the Contract is:-		[Cl.1.1]

9	The work consist of ... 1. …………….. 2. ……………. **3.** The works shall, inter alia, include the following, as specified or as directed: (A) <u>Road Works</u> Site Clearance; setting out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/parallel service road; bituminous pavements remodelling/construction of junctions, intersections, bus bays, laybyes; supplying and placing of drainage channels, flumes, guard posts and guard other related items; construction/extension of cross drainage works, bridges, approaches and other related stones; road markings, road signs and kilometre / hectometre stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works rectification of the defects in the completed works during the Defects Liability Period; submission of “ As Built” drawings and other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety. (B) <u>Bridge Works</u> Site Clearance; setting out, provision of foundations, piers abutments and bearings; pre-stressed / reinforces cement concrete superstructure; wearing coat, hand railing, expansion joints, approach slabs, drainage spouts / down take pipes, arrangements for fixing light posts, water mains, utilities etc. provision of suitably designed protective works, wing / return walls; provision of road markings, road signs etc. all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of “ As Built” drawings and other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety. (C) <u>Buildings and Other Items</u> Any other items as required to fulfil all contractual obligations as per the Bid documents	[Cl.1.1]
10.	The following documents also form part of the Contract:.......................	[Cl. 2.3(9)]
11.	The law, which applies to the Contract, is the **law of Union of India.**	[Cl. 3.1]
12.	The language of the Contract documents is **English**	[Cl. 3.1]
13.	Limit of subcontracting – 50 % of the Initial Contract Price	[Cl. 7.1]
14.	The Schedule of Other Contractors –	[Cl. 8]
15.	The Schedule of Key personnel **-** As per Annex-II to section I	[Cl. 9]
16.	The minimum insurance cover for physical property, injury and death is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, Contractor will pay additional premium necessary to make insurance valid for four occurrences always.	[Cl. 13]
17.	Site investigation report – To be assessed by the contractor	[Cl. 14]
18.	The site possession Dates shall be same day from issue of Work order to proceed with the work.	[Cl. 21]

19.	Fees and types of reimbursable expenses to be paid to the Dispute Review Board (To be inserted later)		[Cl. 25]
20.	Appointing Authority for the Dispute Review Expert-Council, Indian Roads Congress, New Delhi		[Cl. 26]
21.	The period for submission of the programme for approval of Engineer shall be 21 days from the issue of letter of Acceptance		[Cl. 27.1]
22.	The period between programme updates shall be **… day.**		[Cl. 27.3]
23.	The amount to be withheld for late submission of an update programme shall be **Rs. ……**		[Cl. 27.3]
24.	The following events shall also be Compensation Events:		[Cl. 44]
	Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document –		
	(i)	Removal of underground utilities detected subsequently	
	(ii)	Significant change in classification of soil requiring additional mobilisation by the contractor e.g. ordinary soil to rock excavation	
	(iii)	Removal of unsuitable material like marsh, debris dumps etc. not caused by the contractor	
	(iv)	Artesian conditions.	
	(v)	Seepage, erosion, landslide	
	(vi)	River training requiring protection of permanent work	
	(vii)	Presence of historical, archaeological or religious structures, monuments interfering with the works	
	(viii)	Restriction of access to ground imposed by civil. judicial, or military authority.	
25.	The currency of the Contract is **Indian Rupees**		[Cl. 46]
26.	The Proportion of payments retained (retention money) shall be 6 % from each bill subject to a maximum of 5 % of final contract price.		[Cl. 48]
27.	Amount of liquidated damages for delay in completion of works	**(I) for Whole of work**	[Cl. 49]
		(1/2000)th of the initial contract price rounded off to the nearest thousand per day	
		(II) for sectional completion	
28.	Nature of Advances	**Amount (Rs.)Conditions to be fulfilled**	

i.	***EQUIPMENT**	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5 % of the Contract Price.	After equipment is brought to site (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance.	
ii.	Secured advance for non-perishable materials brought to site	75% of Invoice Value	a) The materials are in accordance with the specification for works. b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The Contractor shall store the bulk material in measurable stacks; c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer. d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof. e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format, and f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer	[Cl. 45]
29.	Repayment of Secured advance The advance shall be repaid from each monthly payments to the extent materials [for which advance was previously paid pursuant to Clause 51.4 of G. C. C.] have been incorporated into the works.			[Cl. 51.4]

30.	The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: Performance Security for 5 percent of contract price plus Rs....................... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5 The Standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.	[Cl. 52]
31.	The Schedule of Operating and Maintenance Manuals ....N/A	[Cl. 58]
32.	The date by which “as-built’ drawings (in scale as directed) in 2 sets are required is within **28 days** of issue of certificate of completion of whole or section of the work, as the case may be.	[Cl. 58]
33.	The amount to be withheld for failing to supply “as-built” drawings by the date required is **Rs. ………. Lakh.**	[Cl. 58]
34.	The following events shall also be fundamental breach of contract : “The Contractor has contravened Sub-Clause 7.1 and Clause 9 of GCC.”	[Cl. 59.2]
35.	The Percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20 percent.	[Cl. 60]

SECTION 5

TECHNICAL SPECIFICATIONS

SECTION 6

FORM OF BID

FORM OF BID

Description of the Works:- ………………………………………………

To,

Address: –––––––––––

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s) of

   (---)

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reason-ably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We accept the appointment of Shri. .... as the Dispute Review Expert.

   (OR)

   We do not accept the appointment of Shri. .... as the Dispute Review Expert and propose instead that Shri. .... be appointed as Dispute Review Expert, whose BIO-DATA is attached.

Dated this ....day of .... 20.................

Signature ________________________ in the capacity of _________duly authorised sign bids for and on behalf of ....

(in block capitals or typed)

Address

....

Witness

....

Address

....

Occupation

....

Note-The bidder will submit this form online without his financial offer. The bidder shall fill the rates online in the BOQ sheet provided in the e-tender portal only

SECTION 7

BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in sofar as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, ·maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

4. The rates and prices shall be quoted entirely in Indian Currency.

5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are pro-vided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

7. General directions and descriptions of work and materials are not necessarily re-peated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

8. The method of measurement of completed work for payment shall be in accordance with the specification for Road and Bridge Works published by the Ministry of Surface Transport (edition).

9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.

10. Rock is defined as all materials which, in the opinion of the Engineer, require blasting' or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

Note: The bidder shall fill the rates online in the BOQ sheet provided in the e-tender portal only

BILL OF QUANTITIES

Sr. No.	Description of Item (with brief specification and reference to book of specification)	Quantity	Unit	Rate		Amount
				In Figures	In Words	

Note:

1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities (Refer: ITB Clause 13.2 and GCC Clause 43.3)
2. Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause 14]
3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern. [ITB Clause 27.1(a)]
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1(b)]

SECTION – 8

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS, ______________________________ [Name of bidder] (hereinafter called "the Bidder") has submitted his Bid dated ______________ (date) for the construction of __________________ [name of Contract hereinafter called "the Bid"]

KNOW ALL PEOPLE by these presents that We ___________________________ [name of Bank] of ________________________ [name of Country] having our registered office at _____________________________________ (hereinafter called "the Bank") are bound unto _______________________ [name of Employer] (hereinafter called "the Employer") in the sum of ______________________ * for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Said Bank this __________ day of ________ , 20 __

THE CONDITIONS of this obligation are :

1. If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of bid.

OR

2. If the Bidder having been notified to the acceptance of his bid by the Employer during the period of bid validity :

   (a) Fails or refuses to execute the Form of Agreement in accordance with Instructions to Bidders, if required; or

   (b) fails or refuses to furnish the performance Security, in accordance with the Instructions to Bidders ; or

   (c) does not accept the correction of the Bid Price pursuant to Clause 27

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date - ____________ ** days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE ______________ SIGNATURE _________________

WITNESS _____________ SEAL __________________

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the bid Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To,

______________________________ [name of Employer]

______________________________ [address of Employer]

____

WHEREAS _________________________________ [name and address of Contractor] (hereafter called "The Contractor") has undertaken, in pursuance of Contract No. ___________ dated __________ to execute _________________ [name of Contract and brief description of Works] (hereinafter called "the Contractor")

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of ______________________ [amount of guarantee]* ________________________(in words), such sums being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ____________________________ [amount of guarantee] as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the Guarantor ________________

Name of Bank __________________________________

Address _______________________________________

Date __________

---

* An Amount shall be inserted by the Guarantor, representing the percentage the contract price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

INDENTURE FOR SECURED ADVANCES

FROM 31

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time.)

This indenture made the ____________ day of ___________, 20 _______ BETWEEN _______________ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the employer of the Other Part.

Whereas by an agreement dated ______________ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to executive at rates fixed for the finished works (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees ____ on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on ___________ and the Employer has reserved to himself the option of making any further advance or advance on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WINTNESSE that in pursuance of the said agreement and in consideration of the sum of Rupees _________________ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advance (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the President and declare as follows :

(1) That the said sum of Rupees _____________________________ so advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind the contractor will not make any application for or receive a further advance of the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.

(3) That the materials detailed in the said account of Secured Advance and all other materials on the security of which any further advance or advance may hereafter be made as aforesaid (hereafter

called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.

(5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf

(6) That the advance shall the Employer of the price payable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payment are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates are which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the **Employer** in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the **Employer** to reply and pay the same respectively to him accordingly.

(8) That the contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees __________________________ and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the **Employer** may at any time thereafter adopt all or any of the following courses as he may deem best :

(a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting

such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the **Employer** on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the **Employer** under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said advance shall not be payable.

(9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

Letter of Acceptance

(Letterhead paper of the Employer)

To,

________________________ [name and address of the Contractor]

____

____

Dear Sirs,

This is to notify you that your online bid dated ____________ for execution of the ______________________________________ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees ___________________________ (______________) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders[1] is hereby accepted by our agency.

We accept / do not accept that _____________________ be appointed as the Adjudicator[2]. You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____________ within 07 days of the receipt of the letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _______________and sign the contract, failing which action as stated in Para 34.2 of ITB will be taken.

Yours faithfully,

Authorised Signature
Name and title of Signatory
Name of Agency

[1] Delete "Corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

1 To be used only if the contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the " Instructions to Bidders".

Issue of Notice to proceed with the work

(Letter head of the Employer)

__________________(Date)

To,

________________________ [name and address of the Contractor]

____

____

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the work of…………………………………………………………………………..

Bid Price of Rs.___________ .

You are hereby instructed to proceed with the execution of the said works in accordance with the documents.

Yours faithfully,

(Signature, name and title of Signatory
Authorised to sign on behalf of Employer)

AGREEMENT FORM

Agreement

This agreement, made the ___________ day of _____________between __________(name and address of the Employer) [hereinafter called "the Employer] and ______________________ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the employer is desirous that the Contractor execute _______________________(name and identification number of Contractor) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a

cost of Rs____________

NOW THIS AGREEMENT WITNESSTH as follows :

(1) In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

(2) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to all aspects with the provisions of the contract.

(3) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) The following documents shall be deemed to form and be ready construed as part of this agreement viz.

- i) Letter of Acceptance
- ii) Notice to proceed with the works
- iii) Contractor's Bid
- iv) Condition of contract : General and Special
- v) Contract Date
- vi) Additional condition
- vii) Drawings
- viii) Bill of Quantities and
- ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of __________ was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said ___________________________

in the presence of :

Binding Signature of Employer ____

Binding Signature of Contractor ____

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s. __________________ __________________________________ agree to abide by this bid for a period _______ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

____

(Signed by an Authorized Officer of the Firm)

____

Title of Officer

____

Name of Firm

____

DATE

SECTION 9
DRAWINGS

SECTION 10

DOCUMENTS TO BE FURNISHED BY BIDDER
(Attached)

STANDARD BIDDING DOCUMENT

PROCUREMENT OF CIVIL WORKS

PART-II

FORMS

GOVERNMENT OF MAHARASHTRA

PUBLIC WORKS DEPARTMENT PROJECT

AGREEMENT NO---------------

Name of work	**:**	
Period of download of bidding document online	**:**	
Time and date of pre-bid conference	**:**	
Last date and time for receipt of online bids (bid due date)	**:**	
Date & time of submission of bid security and cost of tender fee document in original		
Time, date of opening technical bids	**:**	
Time, date of opening financial bids	**:**	
Place of opening of technical bids		
Officer inviting bids		

INSTRUCTIONS TO BIDDERS (Please Refer Part I)

(ITB)

(to be filled in by Employer)

Date:

Bid No:

1. The…………………………… invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works.

TABLE

Work No.	Name of Work	Approximate value of work (Rs.)	Bid Security (Rs.)	Cost of Document (Rs.)	Period of completion
1	**2**	**3**	**4**	**5**	**6**

1. The Tender can be downloaded up to …..am/pm of – dated……, on payment of a non – refundable fee of Rs. …../- (Rupees …….. Only) at the time of download of the Tender.
2. The Proposals must be submitted online at the e – tender portal of the Public Works Department, Government of Maharashtra i.e. www.mahatenders.gov.in on or before …..am/pm of dated…….
3. Before submitting the proposal, the bidders shall mandatorily register and enlist themselves (the firm and all key personnel), on www.mahatenders.gov.in. Further, the bidders shall follow the operating procedure as may be prescribed on the said website.

SECTION 2

QUALIFICATION INFORMATION

(to be filled in by Bidder)

APPENDIX TO ITB

		Clause Reference With respect to Section – I.
1.	Name of the Employer is	[Cl. 1.1]
2.	The last five years 2016-2017…………………. 2015-2016…………………. 2014-2015………………… 2013-2014………………….. 2012-2013…………………….	
3.	The annual financial turn over amount is - (in words)	[Cl. 4.5 A(a)]
4.	Value of work is Rs-	[Cl. 4.5 A(b)]
5.	**Quantities of work are –** <table><tr><th>Sr.No.</th><th>Item</th><th>Quantity</th></tr><tr><td>1</td><td>Cement Concrete</td><td>**Cu.m**</td></tr><tr><td>2</td><td>Earth Work</td><td>**Cu.m**</td></tr><tr><td>3</td><td>WBM/WMM</td><td>**Cu.m**</td></tr><tr><td>4</td><td>Bituminous Work</td><td>**Cu.m**</td></tr></table>	[Cl. 4.5 A (c)]
6.	The cost of electric work is Rs………………….. (In Words)	[Cl. 4.5 A(d)]
7.	The cost of water supply/ sanitory work is Rs………………….. (In Words)	[Cl. 4.5 A(e)]
8.	Liquid assets and/or availability of credit facilities is Rs………………….. (In Words)	[Cl. 4.5 B (c)]
9.	Price level of the financial year ……………………..	[Cl. 4.7]
10.	**The Pre-bid meeting will take place at ……………….** (address of the venue) on ………………… (time and date)	[Cl. 9.2.1]
11.	The technical bid will be opened online at the Office of the **----As per NIT**	
12.	Address of the Employer	[Cl. 4.5(a)]
13.	**Identification :** **Bid for -** Bid Reference : No.. Do not open before **.............** **As per NIT**	[Cl. 19.2(b)]
14.	The bid should be submitted latest by ....(date and time) **As per NIT**	[Cl. 20.1]
15.	The Financial bid will be opened at ---- **As per NIT**	[Cl. 23.1]
16.	The Bank Guarantee / Draft in favour of **……………….** payable at	[Cl. 34.1]
17.	The name of Dispute Review Expert is**............**	[Cl. 36.1]
18.	Escalation factors (for the cost of works executed and financial figure to a common base value for works completed) <table><tr><th><u>Year before</u></th><th><u>Multiply factor</u></th></tr><tr><td>One</td><td>1.10</td></tr><tr><td>Two</td><td>1.21</td></tr><tr><td>Three</td><td>1.33</td></tr><tr><td>Four</td><td>1.46</td></tr><tr><td>Five</td><td>1.61</td></tr></table>	

QUALIFICATION INFORMATION

The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in clause 4 of the Instructions to bidders. This information will not be incorporated in the contract

1. For Individual Bidders

1.1 Constitution or legal status of Bidder

(Attach Copy)

Place of registration: ---------------------------------

Principal place of business: ---------------------------------

Power of attorney of signatory of bid

(Attach)

1.2 Total value of civil Engineering

1.3 Construction work performed in the last five years.

2016-2017 -------------------

2015-2016 --------------------

2014-2015 --------------------

2013-2014 --------------------

2012-2013 --------------------

(Rupees in crores.)

1.3.1 Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the Sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.

Project Name	Name of the Employer *	Description of work	Contract No.	Value of Contract (Rs. Crore)	Date of Issue of work order	Stipulated period of completion	Actual date of completion *	Remarks explaining reasons for delay & work completed

** Attach certificate(s) from the Engineer(s)-in-charge.*
*** Immediately preceding the financial year in which bid are received.*
β Attach certificate(s) from Chartered Accountant.

1.3.2 Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided in the bid document, provided further that other qualification criteria are satisfied (in the same name and style) in the last five years.**

Year	Name of the work	Name of the Employer*	Quantity of work performed (Cum) @ Remarks					Remarks* (indicate Ref.)
			Cement Concrete	Earth Work	Granular Sub Base	Wet Mix Macadam	Bituminous Work	

1.4 Information on Bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of work	place & State	Contract No.	Name & Address of employer	Value of Contract (Rs. Cr.)	stipulated period of completion	Value of works* remaining to be completed (Rs. Cr.)	Anticipated date of completion.
1	2	3	4	5	6	7	8

** Attach certificate(s) from the Engineer(s)-in-charge.*
@ The item of works for which data is requested should tally with that specified in ITB clause 4.5A(C).
*** Immediately preceding the financial year in which bid are received.*
Deleted.

(B) Works for which bids already submitted:

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

1.5. Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause 4.5(B)(a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instructions to Bidders.

Item of Equipment	Requirement		Availability proposals			Remarks (from whom to be purchased)
	No.	Capacity	Owned/Leased to be procured	Nos./Capacity	*Agel* Condition	

1.6. Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to Sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position
Project Manager				
Etc				

1.7. Proposed sub-contracts and firms involved. [Refer **ITB** Clause 4.3 (k)]

Sanctions of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work

Attach copies of certificates on possession of valid license for executing water supply / sanitary work / building electrification works [Reference Clause 4.5(d) & Clause 4.5 (e)]

*1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit. etc. List them below and attach copies of support documents.

1.10 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11 Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is**.................................)

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (I)]

1.14 Programme

1.15 Quality Assurance Programme

3.0 Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

(i) Affidavit

(ii) Undertaking

(iii) Update of original prequalification application

(iv) Copy of original prequalification application

(v) Copy of prequalification letter

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

(For Works amounting above Rs. 1.50 Crore)

This is to certify that M/s. _____________________________ is a reputed company with a good financial standing.

If the contract for the work, namely _____________________________ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs _________________________ to meet their working capital requirements for executing the above contact during the contract period.

____

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

(Not required for works costing less than Rs.1.50 Crore)

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

   The undersigned also hereby certifies that neither our firm *M/s*-------------------------------------- have abandoned any work on Building/Bridges/Roads etc a nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department! Project implementing agency.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s ------------------------------ would invest a minimum cash up to 25% of the value of the work during implementation of the Contract.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3

CONDITIONS OF CONTRACT

(please refer Part I)

(to be supplied by the Employer)

SECTION-4

<u>CONTRACT DATA</u>

(to be filled by Employer)

Contract Data

Items marked "N/A" do not apply in this Contract			Clause Reference with respect to Section - 3
1.	The Employer is Name : Address :		[Cl.1.1]
2.	The Engineer is		
3.	The Dispute Review Expert appointed jointly by the employer and Contractor is:		[Cl.1.1]
	* Name :		
	*Address:		
4.	The Defects Liability Period is**……..Months** from the date of Completion.		[Cl.1.1 & 35]
5.	The Start Date shall be **….** days from the date of issue of the Work Order.		[Cl.1.1]
6.	The Intended Completion Date for the whole of the Works is …. **days** including monsoon period after start of work with the following milestones:		[Cl.1.1,17&28]
	Milestone dates:		[Cl.2.2,& 49.1]
	Physical Works to be completed	**Period from the start date**	
i)	**Milestone 1 :**		
ii)	**Milestone 2 :**		
7.	Site Location		[Cl.1.1]
8.	The name and identification number of the Contract is:-		[Cl.1.1]

9	The work consist of ... 1. …………….. 2. ……………. **3.** The works shall, inter alia, include the following, as specified or as directed: (A) <u>Road Works</u> Site Clearance; setting out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/parallel service road; bituminous pavements remodelling/construction of junctions, intersections, bus bays, laybyes; supplying and placing of drainage channels, flumes, guard posts and guard other related items; construction/extension of cross drainage works, bridges, approaches and other related stones; road markings, road signs and kilometre / hectometre stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works rectification of the defects in the completed works during the Defects Liability Period; submission of " As Built" drawings and other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety. (B) <u>Bridge Works</u> Site Clearance; setting out, provision of foundations, piers abutments and bearings; pre-stressed / reinforces cement concrete superstructure; wearing coat, hand railing, expansion joints, approach slabs, drainage spouts / down take pipes, arrangements for fixing light posts, water mains, utilities etc. provision of suitably designed protective works, wing / return walls; provision of road markings, road signs etc. all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of " As Built" drawings and other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety. (C) <u>Buildings and Other Items</u> Any other items as required to fulfil all contractual obligations as per the Bid documents	[Cl.1.1]
10.	The following documents also form part of the Contract:......................	[Cl. 2.3(9)]
11.	The law, which applies to the Contract, is the **law of Union of India.**	[Cl. 3.1]
12.	The language of the Contract documents is **English**	[Cl. 3.1]
13.	Limit of subcontracting – 50 % of the Initial Contract Price	[Cl. 7.1]
14.	The Schedule of Other Contractors –	[Cl. 8]
15.	The Schedule of Key personnel **-** As per Annex-II to section I	[Cl. 9]
16.	The minimum insurance cover for physical property, injury and death is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, Contractor will pay additional premium necessary to make insurance valid for four occurrences always.	[Cl. 13]
17.	Site investigation report – To be assessed by the contractor	[Cl. 14]
18.	The site possession Dates shall be same day from issue of Work order to proceed with the work.	[Cl. 21]

19.	Fees and types of reimbursable expenses to be paid to the Dispute Review Board (To be inserted later)		[Cl. 25]
20.	Appointing Authority for the Dispute Review Expert-Council, Indian Roads Congress, New Delhi		[Cl. 26]
21.	The period for submission of the programme for approval of Engineer shall be 21 days from the issue of letter of Acceptance		[Cl. 27.1]
22.	The period between programme updates shall be **… day.**		[Cl. 27.3]
23.	The amount to be withheld for late submission of an update programme shall be **Rs. ……**		[Cl. 27.3]
24.	The following events shall also be Compensation Events:		[Cl. 44]
	Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document –		
	(i)	Removal of underground utilities detected subsequently	
	(ii)	Significant change in classification of soil requiring additional mobilisation by the contractor e.g. ordinary soil to rock excavation	
	(iii)	Removal of unsuitable material like marsh, debris dumps etc. not caused by the contractor	
	(iv)	Artesian conditions.	
	(v)	Seepage, erosion, landslide	
	(vi)	River training requiring protection of permanent work	
	(vii)	Presence of historical, archaeological or religious structures, monuments interfering with the works	
	(viii)	Restriction of access to ground imposed by civil. judicial, or military authority.	
25.	The currency of the Contract is **Indian Rupees**		[Cl. 46]
26.	The Proportion of payments retained (retention money) shall be 6 % from each bill subject to a maximum of 5 % of final contract price.		[Cl. 48]
27.	Amount of liquidated damages for delay in completion of works	**(I) for Whole of work**	[Cl. 49]
		(1/2000)th of the initial contract price rounded off to the nearest thousand per day	
		(II) for sectional completion	
28.	Nature of Advances	**Amount (Rs.)Conditions to be fulfilled**	

i.	***EQUIPMENT**	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5 % of the Contract Price.	After equipment is brought to site (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance.	
ii.	Secured advance for non-perishable materials brought to site	75% of Invoice Value	a) The materials are in accordance with the specification for works. b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The Contractor shall store the bulk material in measurable stacks; c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer. d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof. e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format, and f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer	[Cl. 45]
29.	Repayment of Secured advance The advance shall be repaid from each monthly payments to the extent materials [for which advance was previously paid pursuant to Clause 51.4 of G. C. C.] have been incorporated into the works.			[Cl. 51.4]

30.	The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: Performance Security for 5 percent of contract price plus Rs....................... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5 The Standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.	[Cl. 52]
31.	The Schedule of Operating and Maintenance Manuals ....N/A	[Cl. 58]
32.	The date by which "as-built' drawings (in scale as directed) in 2 sets are required is within **28 days** of issue of certificate of completion of whole or section of the work, as the case may be.	[Cl. 58]
33.	The amount to be withheld for failing to supply "as-built" drawings by the date required is **Rs. ………. Lakh.**	[Cl. 58]
34.	The following events shall also be fundamental breach of contract : "The Contractor has contravened Sub-Clause 7.1 and Clause 9 of GCC."	[Cl. 59.2]
35.	The Percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 percent.	[Cl. 60]

SECTION 5

TECHNICAL SPECIFICATIONS

SECTION 6

FORM OF BID

FORM OF BID

Description of the Works:- ……………………………………………

To,

Address: –––––––––––

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s) of

   (---)

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reason-ably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

1. We understand that you are not bound to accept the lowest or any tender you may receive.
2. We accept the appointment of Shri. .... as the Dispute Review Expert.

(OR)

We do not accept the appointment of Shri. .... as the Dispute Review Expert and propose instead that Shri. .... be appointed as Dispute Review Expert, whose BIO-DATA is attached.

Dated this ....day of .... 20.................

Signature ________________________ in the capacity of _________duly authorised sign bids for and on behalf of ....

(in block capitals or typed)

Address

....

Witness

....

Address

....

Occupation

....

Note-The bidder will submit this form online without his financial offer. The bidder shall fill the rates online in the BOQ sheet provided in the e-tender portal only

SECTION 7

BILL OF QUANTITIES

(Attached)

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in sofar as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, ·maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

4. The rates and prices shall be quoted entirely in Indian Currency.

5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are pro-vided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

7. General directions and descriptions of work and materials are not necessarily re-peated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

8. The method of measurement of completed work for payment shall be in accordance with the specification for Road and Bridge Works published by the Ministry of Surface Transport (edition).

9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.

10. Rock is defined as all materials which, in the opinion of the Engineer, require blasting' or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

Note: The bidder shall fill the rates online in the BOQ sheet provided in the e-tender portal only

BILL OF QUANTITIES

Sr. No.	Description of Item (with brief specification and reference to book of specification)	Quantity	Unit	Rate		Amount
				In Figures	In Words	

Note:

1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities (Refer: ITB Clause 13.2 and GCC Clause 43.3)
2. Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause 14]
3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern. [ITB Clause 27.1(a)]
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1(b)]

SECTION – 8

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS, ______________________________ [Name of bidder] (hereinafter called “the Bidder”) has submitted his Bid dated _______________ (date) for the construction of ___________________ [name of Contract hereinafter called “the Bid”]

KNOW ALL PEOPLE by these presents that We ____________________________ [name of Bank] of _________________________ [name of Country] having our registered office at _______________________________________ (hereinafter called “the Bank”) are bound unto ________________________ [name of Employer] (hereinafter called “the Employer”) in the sum of _______________________ * for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Said Bank this __________ day of ________ , 20 __

THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of bid.

OR

2. If the Bidder having been notified to the acceptance of his bid by the Employer during the period of bid validity :

   (a) Fails or refuses to execute the Form of Agreement in accordance with Instructions to Bidders, if required; or

   (b) fails or refuses to furnish the performance Security, in accordance with the Instructions to Bidders ; or

   (c) does not accept the correction of the Bid Price pursuant to Clause 27

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____________ ** days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE ______________ SIGNATURE _________________

WITNESS _____________ SEAL __________________

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the bid Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To,

______________________________ [name of Employer]

______________________________ [address of Employer]

____

WHEREAS ________________________________ [name and address of Contractor] (hereafter called "The Contractor") has undertaken, in pursuance of Contract No. ___________ dated __________ to execute _________________ [name of Contract and brief description of Works] (hereinafter called "the Contractor")

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of ______________________ [amount of guarantee]* ________________________(in words), such sums being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ____________________________ [amount of guarantee] as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the Guarantor ________________

Name of Bank _________________________________

Address ______________________________________

Date __________

---

* An Amount shall be inserted by the Guarantor, representing the percentage the contract price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

INDENTURE FOR SECURED ADVANCES

FROM 31

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time.)

This indenture made the ____________ day of ___________, 20 _______ BETWEEN _______________ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the employer of the Other Part.

Whereas by an agreement dated ______________ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to executive at rates fixed for the finished works (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees ____ on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on ___________ and the Employer has reserved to himself the option of making any further advance or advance on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WINTNESSE that in pursuance of the said agreement and in consideration of the sum of Rupees _________________ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advance (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the President and declare as follows :

(1) That the said sum of Rupees ______________________________ so advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind the contractor will not make any application for or receive a further advance of the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.

(3) That the materials detailed in the said account of Secured Advance and all other materials on the security of which any further advance or advance may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor

will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.

(5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf

(6) That the advance shall the Employer of the price payable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payment are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates are which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the **Employer** in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the **Employer** to reply and pay the same respectively to him accordingly.

(8) That the contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees __________________________ and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the **Employer** may at any time thereafter adopt all or any of the following courses as he may deem best :

(a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the **Employer** on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the **Employer** under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said advance shall not be payable.

(9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

Letter of Acceptance

(Letterhead paper of the Employer)

To,

_________________________ [name and address of the Contractor]

____

____

Dear Sirs,

This is to notify you that your online bid dated ____________ for execution of the _______________________________________ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees ____________________________ (______________) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders[1] is hereby accepted by our agency.

We accept / do not accept that _____________________ be appointed as the Adjudicator[2]. You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____________ within 07 days of the receipt of the letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _______________and sign the contract, failing which action as stated in Para 34.2 of ITB will be taken.

Yours faithfully,

Authorised Signature
Name and title of Signatory
Name of Agency

[1] Delete "Corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

1 To be used only if the contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the " Instructions to Bidders".

Issue of Notice to proceed with the work

(Letter head of the Employer)

__________________(Date)

To,

________________________ [name and address of the Contractor]

____

____

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause ३४.१ and signing of the Contract for the work of **Providing Bituminous treatment to slip lanes junction, service road, cross road at Amar Mahal Junction on Eastern Expressway.**

Bid Price of Rs.______________ .

You are hereby instructed to proceed with the execution of the said works in accordance with the documents.

Yours faithfully,

(Signature, name and title of Signatory
Authorised to sign on behalf of Employer)

AGREEMENT FORM

Agreement

This agreement, made the ___________ day of _____________between __________(name and address of the Employer) [hereinafter called "the Employer] and ______________________ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the employer is desirous that the Contractor execute _______________________(name and identification number of Contractor) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a

cost of Rs____________

NOW THIS AGREEMENT WITNESSTH as follows :

(1) In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

(2) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to all aspects with the provisions of the contract.

(3) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) The following documents shall be deemed to form and be ready construed as part of this agreement viz.

- i) Letter of Acceptance
- ii) Notice to proceed with the works
- iii) Contractor's Bid
- iv) Condition of contract : General and Special
- v) Contract Date
- vi) Additional condition
- vii) Drawings
- viii) Bill of Quantities and
- ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of __________ was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said ___________________________

in the presence of :

Binding Signature of Employer ____

Binding Signature of Contractor ____

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s. ________________ ________________________________ agree to abide by this bid for a period _______ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

____

(Signed by an Authorized Officer of the Firm)

____

Title of Officer

____

Name of Firm

____

DATE

SECTION 9
DRAWINGS

SECTION 10

DOCUMENTS TO BE FURNISHED BY BIDDER
(Attached)